

Resolution #2016-19

A RESOLUTION TO APPROVE PROPOSAL FOR SIDEWALK CONSTRUCTION AND TO APPROVE CONTRACT FOR SIDEWALK CONSTRUCTION WITH R.J. KARASEK COMPANY

Purpose and Finding: The City of Albion has a current need for sidewalk maintenance and construction. Pursuant to Section 2-384, of the City of Albion Code of Ordinances, a Request for Proposals was published, seeking bidders to complete the construction of sidewalks, sidewalk ramps, gutters, etc., for the City. The City, having received multiple bids from various contractors, has selected the lowest bid submitted pursuant to Section 2-396, of the City of Albion Code of Ordinances. In addition, in selecting the lowest bid, the City has also considered the additional criteria listed in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances, and desires to enter into a contract with R.J. Karasek Company for the sidewalk construction, for the sum of \$101,940.00.

Council Member Barnes moved, supported by Council Member Krause, to approve the following resolution.

RESOLVED, that the bid for sidewalk construction, submitted by R.J. Karasek Company, for the sum of \$101,940.00, is hereby accepted.

BE IT FURTHER RESOLVED, that in addition to being the lowest bidder, R.J. Karasek Company has met the additional criteria for consideration set forth in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances.

BE IT FURTHER RESOLVED, that the City of Albion shall enter into a written contract with R.J. Karasek Company for the construction of sidewalks, sidewalk ramps, gutters, and other related items as set forth in the 2016 request for proposals. The contract referenced herein shall contain by reference the specifications for construction as set forth in the request for proposal. Said contract shall be for the sum of \$101,940.00 and shall contain such other terms as contained in the request for proposals and as the parties deem necessary.

Date: April 4, 2016

Ayes: 6
Nays: 0
Absent: 1 (Domingo)

I certify that this resolution was adopted by the City Council of the City of Albion on April 4, 2016.

Jill Domingo
Jill Domingo
City Clerk

CONTRACT FOR SIDEWALK CONSTRUCTION

SECTION ONE – PURPOSE

The City of Albion, a Michigan Municipal Corporation, and R J Karasek Concrete Contractor Inc., a Michigan Corporation, have entered into an agreement for the construction of concrete sidewalks as a part of the 2016 sidewalk replacement program, with the City of Albion having accepted the bid of R J Karasek Concrete Contractor Inc., following a Request for Proposals.

SECTION TWO – PARTIES

City of Albion ("the City") and R J Karasek Concrete Contractor Inc. ("R J Karasek Company") are parties to this agreement.

SECTION THREE – TERMS

The R J Karasek Company will provide concrete sidewalk construction services to the City for the 2016 sidewalk replacement program. The sidewalk will be constructed in accordance with the concrete sidewalk specifications set forth in the attached **EXHIBIT 1**. In exchange for the services provided by R J Karasek Company, the City will pay R J Karasek Company the sum of \$101,940.00. Payments will be made in progress payments that will be processed every thirty (30) days based on a pay request submitted by R J Karasek Company to the City for completed work.

SECTION FOUR – EFFECTIVE DATE

This agreement shall take effect upon the date of signature of both parties and continue through September 30, 2016.

SECTION FIVE – SEVERABILITY

If any part of this agreement is determined to be invalid, the rest of the agreement remains in full effect.

SECTION SIX – NO ORAL MODIFICATION

This agreement may not be modified orally. This agreement may only be modified through a written agreement signed by both parties.

SECTION SEVEN – CONTRACT VENUE

This contract shall be interpreted under the law of the State of Michigan. Any and all disputes, disagreements, legal actions, litigation and questions of conflict shall be brought in the courts for the County of Calhoun, State of Michigan.

SECTION EIGHT – TERMINATION

If adequate progress is not being made on the required work, the City shall provide written notice to R J Karasek Company. If R J Karasek Company fails to correct the work progress issue within ten (10) days of notification, then the City may terminate the contract and pay R J Karasek Company for all work successfully completed to that point. Should the City desire to terminate this contract for any other reason, the City may do so upon thirty (30) days written notice to R J Karasek Company.

SECTION NINE – INSURANCE

Before beginning work, R J Karasek Company shall provide the city with a certificate of insurance naming the City as additional insured with the following coverage:

Contractors Liability Insurance

- Bodily Injury – each occurrence \$1,000,000;
- Property Damage – each occurrence \$1,000,00;

Automobile Insurance

- Bodily Injury – each person \$500,000;
- Bodily Injury – each accident \$1,000,000;
- Property Damage – each accident \$500,000;

Workers' Compensation – Statutory Amount

Proof of insurance coverage shall be provided prior to any work commencing, and R J Karasek Company shall maintain insurance coverage in accordance with this contract through the duration of the work.

SECTION TEN – SATISFACTORY PERFORMANCE BOND

R J Karasek Company will be required to furnish a satisfactory Performance Bond and Payment Bond in the amount of 100 percent (100%) of the contract price.

SECTION ELEVEN – NON-DISCRIMINATION

R J Karasek Company shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

SECTION TWELVE – INDEMNIFICATION

R J Karasek Company shall indemnify and hold harmless the City, its officers, directors, employees, and agents from and against any and all claims, lawsuits, actions, demands, damages, or losses, arising out of or relating to any death, personal injury, or property damage claims, to the extent caused by the negligent or other wrongful acts or omissions of R J Karasek Company, or of any agent of R J Karasek Company, while performing work pursuant to this contract.

SECTION THIRTEEN – INCOME TAX

Wages paid for work performed for the City are subject to a City income tax in the amount of 1% of the gross wages paid for the City residents and 0.5% for non-residents. R J Karasek Company shall contact the City Treasurer for information on how to pay the City income taxes.

City of Albion

R J Karasek Concrete Contractor Inc.

Joseph Domingo, Mayor

Ronald J. Karasek Jr., Owner

Date

Date

Jill Domingo, City Clerk

Date